DEPARTMENT OF HEALTH SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

SUPPORTIVE HOUSING SERVICES

April 2017 (Revised)

Prepared By
Contracts and Grants Division
# REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
## SUPPORTIVE HOUSING SERVICES
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1.0 GENERAL INFORMATION

1.1 Scope of Work

1.1.1 Background and Purpose

The Los Angeles County (County) Department of Health Services (DHS or Department) is revising the Request for Statement of Qualifications (RFSQ) for the Supportive Housing Services program that was initially released on April 5, 2012. DHS is seeking additional qualified agencies to enter into a Supportive Housing Services Master Agreement (SHSMA) with the County to provide Intensive Case Management Services (ICMS) and/or Property Related Tenant Services (PRTS).

The Board of Supervisors (Board) initially approved SHSMA for ICMS and PRTS on June 19, 2012, to enable DHS to provide community-based supportive housing options for DHS patients who are homeless and have chronic illness or disability, or are high utilizers of DHS services. Obtaining permanent housing for persons with these complex health conditions results in improved health outcomes and a reduction in costs to the public health system. DHS has leveraged this effort to reduce homelessness in its patient population by partnering with other governmental and community agencies to identify housing projects and secure opportunities linked to appropriate supportive services to transition these patients from homelessness to stable housing.

The Board subsequently launched the Los Angeles County Homeless Initiative on August 17, 2015, to combat the homeless crisis that continues to plague the region. The Board then approved 47 recommended strategies and administrative actions on February 9, 2016, in a landmark plan that represents the most comprehensive effort ever undertaken by the County to combat homelessness. DHS is either the lead or co-lead for nine of the strategies and a collaborating department on 22 additional strategies.

In addition, the Board approved the Whole Person Care Los Angeles (WPC-LA) program that establishes and supports an integrated system of health, public health, and mental health care tied to social and other services. The Board also approved the Office of Diversion and Re-Entry (ODR) program in order to reduce the number of mentally ill inmates with criminal justice histories. The WPC-LA and ODR programs both have ICMS and PRTS components that SHSMA can support. These strategies and programs are an expansion of the services provided under the current SHSMA, which will serve these new populations, not just to DHS patients.

The objective of this revised RFSQ is to secure additional qualified agencies to provide ICMS and PRTS. Contractors that currently have a SHSMA do not need
to re-submit a Statement of Qualifications (SOQ). Agencies may submit a
Statement of Qualifications (SOQ) to provide 1) ICMS, 2) PRTS, or 3) both ICMS
and PRTS. SHSMAs will be offered to all agencies determined to be qualified.

Upon the Department’s execution of SHSMAs, the qualified agencies will
become County Contractors, and thereafter may be solicited under competitive
conditions, or as a result of a direct award if it is in the County’s best interest, to
provide as needed ICMS and/or PRTS under Work Orders to be issued by
County. Work Orders shall include a Statement of Work which shall describe in
detail the particular project and the work required for the performance thereof.

1.1.2 Intensive Case Management Services

ICMS form the core of the services for people who are homeless, at risk of
homelessness, formerly homeless and who have complex health and/or
behavioral health conditions; are high utilizers of public services and other
vulnerable populations including individuals with criminal justice histories and
individuals who are exiting institutions such as hospitals, residential treatment
programs, and custody facilities.

ICMS can be provided in a variety of settings including interim housing, rapid
rehousing, permanent supportive housing, field based locations, community
based locations, health and behavioral health facilities, sobering centers,
recuperative care centers, criminal justice and custody facilities, and other
settings as needed to end homelessness and support the community
reintegration of persons leaving institutions.

The ICMS provider must be able to assemble a team of case managers capable
of providing services to all clients who have signed an authorization to participate
in the specific ICMS project. Frequency and intensity of services should be
tailored to the need of each client which will change over time depending on the
client's needs. The ICMS team should employ a "whatever it takes approach" to
assist a client in their transition from homelessness to housing stability. The
ICMS provider must be able to hire and support case managers who can
seamlessly deliver and/or develop linkages to assist clients with accessing a
range of services that might include a mental health intervention if a client is in
crisis or transportation and assistance with completing forms for a client who
needs to go to the Department of Motor Vehicles (DMV) for a California ID. At
the core of the service delivery model is the trust that the case manager develops
with the client to assist the individual in their journey toward improved health and
well-being.

The ICMS staffing model shall include a project manager and intensive case
managers. The intensive case manager caseload is typically one (1) intensive
case manager to 15-40 clients. Actual caseload varies by project and will be
specified in executed Work Orders. All intensive case managers must have
experience working with clients with mental illness, chronic health issues, and
substance use disorders. Intensive case managers are typically bachelor degree-level social workers or social workers with advanced degrees. Project managers are usually licensed social workers or other licensed clinicians.

ICMS includes, but is not limited to, the following:

- Ongoing outreach and engagement to the client population including field and community based locations, health and behavioral health facilities, interim and bridge housing settings, criminal justice and custody facilities, and other locations as needed to engage the target population.

- Assisting clients with rental application including paperwork required by Housing Authorities and the Section 8 program.

- Assistance with mental health and life skills services and referrals.

- Establishment of a case management plan based on their authorization including but not limited to establishing future goals, improvement of behaviors associated with drug use, reduction in frequency and quantity of drug and alcohol use, coping with mental health disorders, coping with chronic medical problems, improvement of interpersonal relationships.

- Help accessing public benefits and educational opportunities as appropriate.

- Assistance with budgeting and money management.

- Assistance with substance use disorder services and referrals with a focus on harm reduction.

- Referrals to primary medical care, mental health services, and other community services as needed.

- Assistance in obtaining clothing and food.

- Group programming ranging from life-skills groups to community activities.

- Eviction prevention counseling and advocacy.

- Assistance with educational, vocational, and employment services as appropriate for each client.

- Assistance with domestic violence and safety planning services and referrals.

- Transportation assistance.

- Assisting clients with maintaining medication regimen.
• Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to DHS clients, and providing assistance with negotiating rental agreements. (Note: The need for housing location services will vary by project. Housing location experience is not a minimum qualification.)

• Administer move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc.

• Assistance with temporary housing until client moves into supportive housing unit.

• Assistance with monitoring any legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.).

• Collaboration with PRTS and property owner to ensure clients provide authorization to receive the support they need to remain housed and stable, including attending and/or convening periodic meetings with partners to problem-solve around client, building, and community issues.

• Provision of on-going training to ICMS staff to ensure services are appropriate and to promote continuous quality improvement.

• Maintenance of program and client records and legally permissible data systems as may be required.

• Submit reports and invoices as requested and in a timely manner and provide all required supporting documentation.

• Comply and deliver services in accordance with contract deliverables and objectives.

DHS, Department of Mental Health (DMH), and Department of Public Health (DPH) may provide additional medical and behavioral health services through linkage to neighborhood clinics, mobile services, and/or on-site services. Applicants should be able to identify when such linkages are necessary and work collaboratively to ensure clients obtain needed services.

1.1.3 Property Related Tenant Services

PRTS includes property management services, customer service, and coordination with ICMS providers to ensure that tenants ("tenant" is used interchangeably with "client"), receive the support they need to remain housed and stable. PRTS include site maintenance and repair, building security,
resident evaluation, move in procedures, rent collection, utilities, etc. PRTS providers should have a tenant-centered approach and provide excellent customer service that is sensitive to the challenges that homeless persons with a range of medical and behavioral health issues face as they move into and maintain permanent housing. The PRTS providers will establish positive and collaborative relationships with ICMS providers to obtain the tenants authorization to assist tenants resolve issues that threaten their housing stability and to problem-solve tenant, building, and community issues.

PRTS includes, but is not limited to, the following:

- **Customer Service:** Treat all tenants and colleagues with respect and resolve tenant, building, and community issues efficiently and effectively.

- **Site Maintenance and Repair:** Inspect the buildings regularly, including individual residential units, and maintain property to a high standard of cleanliness and repair. Assess properties for improvements to the overall aesthetic and functioning of the sites and propose changes and/or improvements to property owner. Promote a healthy building environment that contributes to tenants’ overall stability and well-being.

- **Building Security:** Ensure the security of the site, tenants, and staff through the use of security technology and positive relationships with support services such as DHS & Department of Mental Health, local police, and other neighborhood based providers.

- **Resident Evaluation and Move-in Procedures:** Employing a “screening in” philosophy, interview referred housing applicants, obtain their authorization, and conduct all applicable follow-up. Prepare lease agreements and coordinate lease signing in conjunction with Housing Authority when tenant is receiving a Section 8 voucher. Coordinate tenant move-in, and work with support service providers to jointly orient new tenants to the building.

- **Collection of Rents and Other Receipts:** Collect all rents, charges, and other amounts receivable.

- **Rule Enforcement:** Enforce the residential lease and program policies and procedures related to property management and house rules. Coordinate with support services to maximize housing retention.

- **Annual Income Re-certification and Rent Adjustment:** Re-certify tenants’ income annually and adjust rent levels accordingly. Coordinate with Housing Authority on all necessary Section 8 certifications and procedures.

- **Eviction Prevention:** Work with support services to help tenants resolve issues that threaten their housing stability.
- Tenancy Termination or Eviction: Apply policies and procedures and adhere to any legal requirements related to termination of tenancies or evictions as needed. Communicate clearly with tenants and support services about issues connected to tenancy termination and evictions. Educate support services staff about related laws and procedures.

- Tenant Satisfaction: Develop, conduct, and analyze an annual survey to assess tenant satisfaction with property management services and adjust services as necessary and appropriate. The selected property management provider will also assess tenant satisfaction on a continual basis through feedback gained via one-on-one conversations, and tenant meetings.

- Utilities, Services, and Other Property Related Bills: Pay all utility, services, taxes, insurance etc. bills necessary to maintain a safe and secure building environment for tenants and staff.

- Staffing: Provide on-going training to property management staff to promote continuous quality improvement.

- Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to DHS clients, and providing assistance with negotiating rental agreements. (Note: The need for housing location services will vary by project. Housing location experience is not a minimum qualification.)

- Administer move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc.

- Leasing and/or Master Leasing: Capacity to lease and/or master lease units/properties to be used for supportive housing. (Note: The need for leasing and/or master leasing will vary by project. Leasing and/or master leasing experience is not a minimum qualification.)

- Property Ownership and Asset Management: Capacity to own property and provide long term asset management in the event that property ownership becomes available in the future. (Note: The need for property ownership and asset management services will vary by project. Property ownership and asset management experience is not a minimum qualification.)

- Capital Improvements Intermediary (CII): Serve as a CII in order to fund a range of activities to complete capital projects, such as: hiring and/or funding consultants to perform feasibility analyses, architectural services and other professional services needed to accomplish capital projects; funding of construction, including renovation and new construction; and purchasing one-
time start-up goods, such as furniture, computers and other appropriate materials and supplies.

- Collaboration: Partner with ICMS and property owner to ensure tenants receive the support they need to remain housed and stable. This includes attending and/or convening periodic meetings with partners to problem-solve around tenant, building, and community issues.

- Record Maintenance, Timely Reporting, and Invoicing: Maintain data tracking systems to assure that accurate building and tenant information is available at all times. Maintain complete tenant files on-site. Submit reports as requested and in a timely manner. Submit monthly invoices on time and provide all required supporting documentation such as monthly rent rolls.

- Contract compliance: Comply and deliver services in accordance with master agreement and work order deliverables and objectives.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Provides background information on the required services.

- **INSTRUCTIONS TO AGENCIES:** Contains instructions to the Agencies in how to prepare and submit their SOQ.

- **STATEMENT OF QUALIFICATIONS – REVIEW/QUALIFICATION/SELECTION PROCESS:** Explains how the SOQ will be reviewed, and a contractor will be qualified and selected.

- **APPENDICES:**
  
  - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in each SOQ.

  - **B - INTENTIONALLY OMITTED**

  - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code concerning how the County encourages business with small businesses, including preferences that these businesses may receive as part of the review process.

  - **D - JURY SERVICE ORDINANCE:** County Code Chapter 2.203, which mandates County contractors to provide specified jury service benefits to their employees.
E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY: Listing of Contractors who are not allowed to contract with the County for a specific length of time pursuant to County Code Chapter 2.202.

F - IRS NOTICE 1015: Provides information on Federal Earned Income Credit which contractors contractually will be required to provide their employees.

G - SAFELY SURRENDERED BABY LAW: County program which requires contractors to notify their employees about State law on safe baby surrender.

H - MASTER AGREEMENT: The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

I - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION: An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM: County Code Chapter 2.206, which requires contractors to keep County Property Taxes out of default status at all times during the term of an awarded Master Agreement.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, specific terms and definitions can be found in Appendix H - Master Agreement, Paragraph 2 - Definitions.

1.4 Agency’s Minimum Qualifications

Interested and qualified Agencies that can demonstrate their ability to successfully provide the required services outlined in this RFSQ are invited to submit an SOQ provided they meet the following requirements:

1.4.1 ICMS providers must have at least three (3) years of experience in the last ten (10) years providing ICMS similar to the Services stated in sub-paragraph 1.1.2 – Scope of Work of this RFSQ to people who are homeless, at risk of homelessness, formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services.
1.4.2 PRTS providers must have at least three (3) years of experience in the last ten (10) years providing PRTS (property management, property ownership and asset management, customer service, and coordination with service providers) similar to the Services stated in sub-paragraph 1.1.3 – Scope of Work of this RFSQ to people who are homeless, at risk of homelessness, or formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services.

1.5 Master Agreement Process

The objective of this RFSQ process is to secure additional qualified Agencies to provide Supportive Housing Services.

1.5.1 Master Agreements will be executed with all Agencies determined to be qualified.

1.5.2 Upon the Department’s execution of these Master Agreements, the qualified Agencies will become County Contractors, and thereafter may be solicited under competitive conditions to provide as needed services for ICMS and/or PRTS under Work Orders to be issued by the County or as a result of a direct Work Order award if it is in the County’s best interest. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be specified in each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

1.5.3 The Master Agreement includes various categories of services. Only those Contractors qualified for the specific category will be contacted to respond to Work Order Solicitations.

1.6 Master Agreement Term

1.6.1 The term of the Master Agreement shall be from the time of execution through June 30, 2022, with a five (5) year option period through June 30, 2027. The option period shall be exercised at the Department’s discretion.

1.6.2 DHS will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify additional Agencies. During the term of the Master Agreement, Master Agreements will become effective upon the date of execution by the Director of the Department of Health Services or designee for the remaining period of the initial term or five (5) year option period.
1.7 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the DHS Contracts and Grants Portal at http://cg.dhs.lacounty.gov/. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Antoinette Javier
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
email: ajavier@dhs.lacounty.gov
fax #: 213-250-2958

If it is discovered that an Agency contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, the County, in its sole determination, may disqualify their SOQ from further consideration.

1.9 Mandatory Requirement to Register on County’s WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County’s WebVen. The WebVen contains the Agency’s business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County’s home page at http://camisvr.co.la.ca.us/webven/.

1.10 County Option to Reject SOQs and/or Cancel Solicitation

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel this solicitation at any time, with or without cause. The County shall not be liable for any cost incurred by an Agency in connection with preparation and submittal of any SOQ.

1.11 Protest Process

1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Agency may request a review of the requirements under
a solicitation for a Board-approved services contract, as described in Sub-paragraph 1.11.3 below.

1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on an Agency protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.11.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of a Disqualified SOQ (Reference Paragraph 3.2 in the Review/Qualification/Selection Section)

1.12 Notice to Agency’s Regarding Public Records Act

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. All SOQ’s submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Agency as business or trade secrets, and if by the Agency, plainly marked as “Trade Secret”, “Confidential”, or “Proprietary.”

1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Agency must specifically label only those provisions of their respective SOQ which are “Trade Secrets”, “Confidential”, or “Proprietary” in nature.

1.12.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of the SOQ marked "confidential," "trade secrets," or "proprietary," Agency agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.
1.13 **Indemnification and Insurance**

The Contractor shall be required to comply with the Indemnification provision, the General Provisions for all Insurance Coverage and the Insurance Coverage provisions as set forth in Appendix H - Master Agreement, Sub-paragraphs 8.27, 8.28 and 8.29.

1.14 **Injury and Illness Prevention Program (IIPP)**

The Contractor shall be required to comply with the State of California’s Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.15 **Background and Security Investigations**

The Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Appendix H - Master Agreement, Sub-paragraph 7.5.

1.16 **Confidentiality and Independent Contractor Status**

The Contractor shall be required to comply with the Confidentiality provision Sub-paragraph 7.6 and the Independent Contractor Status Sub-paragraph 8.26 as set forth in Appendix H - Master Agreement.

1.17 **Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by an Agency or have any other direct or indirect financial interest in the selection of a Contractor. The Agency shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by completing the Certification of No Conflict of Interest, as set forth in Appendix A – Required Forms Exhibit 3.

1.18 **Determination of Agency Responsibility**

1.18.1 A responsible Agency is an Agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Agencies.

1.18.2 The Agencies are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Agency is
responsible based on a review of the Agency’s performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Agency against public entities. Labor law violations which are the fault of the subcontractors and of which the Agency had no knowledge shall not be the basis of a determination that the Agency is not responsible.

1.18.3 The County may declare an Agency to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Agency has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Agency’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.18.4 If there is evidence that the Agency may not be responsible, the Department shall notify the Agency in writing of the evidence relating to the Agency’s responsibility, and its intention to recommend to the Board of Supervisors that the Agency be found not responsible. The Department shall provide the Agency and/or the Agency’s representative with an opportunity to present evidence as to why the Agency should be found to be responsible and to rebut evidence which is the basis for the Department’s recommendation.

1.18.5 If the Agency presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Agency shall reside with the Board of Supervisors.

1.18.6 These terms shall also apply to proposed subcontractors of the Agencies on County contracts.

1.19 **Agency Debarment**

1.19.1 The Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Agency from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Agency’s existing contracts with the County, if the Board of
Supervisors finds, in its discretion, that the Agency has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Agency’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.19.2 If there is evidence that the apparent highest ranked Agency may be subject to debarment, the Department shall notify the Agency in writing of the evidence which is the basis for the proposed debarment, and shall advise the Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.19.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Agency and/or the Agency’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Agency should be debarred, and, if so, the appropriate length of time of the debarment. The Agency and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.19.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.19.5 If an Agency has been debarred for a period longer than five (5) years, that Agency may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Agency has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
1.19.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Agency has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.19.7 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.19.8 These terms shall also apply to proposed subcontractors of the Agencies on County contracts.

1.19.9 Appendix E provides a link to the County’s website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.20 Agency’s Adherence to County Child Support Compliance Program

The Agencies shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation. As set forth in Appendix H - Master Agreement, failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.21 Gratuities

1.21.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from an Agency with the implication,
suggestion or statement that the Agency’s provision of the consideration may secure more favorable treatment for the Agency in the award of a Master Agreement or that the Agency’s failure to provide such consideration may negatively affect the County’s consideration of the Agency’s submission. An Agency shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.21.2 Agency Notification to County

An Agency shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Agency’s submission being eliminated from consideration.

1.21.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.22 Notice to Agencies Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Agency to review the ordinance independently as the text of said ordinance is not contained within this RFSQ.

Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A – Required Forms Exhibit 4, that:

- The Agency is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Agency is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
Each such County Lobbyist retained by the Agency is **not** on the Executive Office’s List of Terminated Registered Lobbyists as part of their SOQ.

1.23 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements as set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.24 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, the Agencies shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. The Agencies shall attest to a willingness to provide employed GAIN/GROW participants access to the Agency’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. The Agencies who are unable to meet this requirement shall not be considered for a Master Agreement.

The Agencies shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 7, as part of their SOQ.

1.25 County’s Quality Assurance Plan

After award of a Master Agreement, the County or its agent will evaluate the Contractor’s performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all terms in the Master Agreement and performance standards identified in subsequent Work Orders. The Contractor’s deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement/Work Order will be reported to the County’s Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement/Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.
1.26 Recycled Bond Paper

The Contractor shall be required to comply with the County’s policy on recycled bond paper as set forth in Appendix H - Master Agreement, Sub-paragraph 8.43.

1.27 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 Doing Business with the County

1.28.1 Small Business

The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business. The County’s Policy on Doing Business with Small Business is stated in Appendix C.

The Jury Service Program provide exceptions to these Program if a company qualifies as a Small Business. Further explanations of this Program is provided in Paragraph 1.32 - Jury Service Program of this Section.

The County provides a Local Small Business Enterprise Preference to Small Businesses. This Preference is further explained in sub-paragraph 1.28.2 Preferences.

1.28.2 Preferences

The County offers three (3) preferences that the Agency may apply for. The preferences are listed below. The certification process must be completed prior to requesting a preference in a solicitation. The Agency may only receive one of these preferences during the solicitation process:

- The Local Small Business Enterprise (LSBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.29 of this Section.
The Social Enterprise (SE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.30 of this Section.

The Disabled Veteran Business Enterprise (DVBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.31 of this Section.

1.29 Local Small Business Enterprise (LSBE) Preference Program

1.29.1 In reviewing Work Order Proposals, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a Work Order Bid response.

1.29.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at http://dcba.lacounty.gov

1.29.3 Certified LSBEs may only request the preference during the Work Order Solicitation if the certification process has been completed and certification is affirmed.

1.29.4 Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

1.30 Social Enterprise (SE) Preference Program

1.30.1 In reviewing Work Order Proposals, the County will give preference during the Work Order Bid process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

1.30.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.30.1.

1.30.3 Certified SEs may only request the preference during the Work Order Solicitation process if the certification has been completed and certification is affirmed.

1.30.4 Further information on SEs also available on the DCBA’s website at: http://dcba.lacounty.gov

1.31 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.31.1 In reviewing Work Order Proposals, the County will give preference during the Work Order Bid process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:

1) A business which is certified by the State of California as a DVBE; or

2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.

3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.31.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA’s inclusion policy that meets the criteria set forth by the agencies in Section 1.31.1, 1 or 2 above.

1.31.3 Certified DVBEs may only request the preference during the Work Order Solicitation process if the certification process has been completed and certification is affirmed.
1.31.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at [http://www.dgs.ca.gov/pd/Home.aspx](http://www.dgs.ca.gov/pd/Home.aspx).

1.31.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: [http://www.vetbiz.gov/](http://www.vetbiz.gov/)

### 1.32 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance as set forth in Appendix D, and the pertinent jury service provisions as set forth in Appendix H - Master Agreement, Sub-paragraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.32.1 The Jury Service Program requires the Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership,
corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Master Agreement is less than $500,000, and 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.32.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 8, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.33 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Agency shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Agency by completing the Agency’s Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A - Required Forms Exhibit 1. Failure of the Agency to provide this information may eliminate its SOQ from any further consideration.
1.35 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1.35.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, the Agency must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 12, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the SOQ identify prospective subcontractors, or should the Agency intend to use subcontractors in the provision of services under any subsequent contract, the Agency must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

1.35.2 Failure to provide the required certification may eliminate the SOQ from consideration.

1.35.3 In the event that the Agency and/or its subcontractor(s) is or are unable to provide the required certification, the Agency instead shall provide a written explanation concerning its and/or its subcontractor’s inability to provide the certification. The Agency’s written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Agency and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person’s or those persons’ job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

1.35.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.
1.36 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) provision as set forth in Appendix H - Master Agreement, Sub-paragraph 8.25.

1.37 **County’s Defaulted Property Tax Reduction Program**

1.37.1 The prospective Master Agreement is subject to the requirements of the County’s Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance as set forth in Appendix J and the pertinent provisions of the Master Agreement, as set forth in Appendix H, Sub-paragraphs 8.16. Contractor’s Warranty of Compliance with the County’s Defaulted Property Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with the County’s Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both the Contractors and their Subcontractors.

1.37.2 The Agencies shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County’s Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 9. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

1.37.3 SOQ’s that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.38 **Nonprofit Contractor’s Charitable Contributions Compliance**

1.38.1 California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover
California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements. As set forth in Appendix I - Background and Resources: California Charities Regulation, this information sheet is intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

1.38.2 All Nonprofit prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix A - Required Forms Exhibit 10. A completed Exhibit 10 is a required part of any agreement with the County.

1.38.3 All Nonprofit Prospective County contractors that do not complete Exhibit 10 as part of the solicitation process may, in the County’s sole discretion, be disqualified from a Master Agreement award. A Nonprofit County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

1.39 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.40 Agency’s Acknowledgement of County’s Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Agencies are required to complete the Zero Tolerance Human Trafficking Policy Certification as set forth in Appendix A - Required Forms Exhibit 11, certifying that they are in full compliance with the County’s Zero Tolerance
Human Trafficking provision as set forth in Appendix H – Master Agreement, Sub-paragraph 8.60. Further, the Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.
2.0 INSTRUCTIONS TO AGENCIES

This Section contains key project dates and activities as well as instructions to the Agencies in how to prepare and submit their SOQ.

NOTE: Contractors that currently have an ICMS and/or PRTS Master Agreement do not need to re-submit an SOQ.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The review and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

➢ Release of Initial RFSQ ................................................................. 04/05/12
➢ Release of Revised RFSQ ............................................................ 04/04/17
➢ SOQ due by .................................................................................. Open Continuous

2.4 INTENTIONALLY OMITTED

2.5 Agencies’ Questions

Any questions regarding the RFSQ process may be submitted to the contact person listed below.

Antoinette Javier
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
email: ajavier@dhs.lacounty.gov
fax #: 213-250-2958

2.6 INTENTIONALLY OMITTED
## 2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. If submitting the SOQ in multiple ring binders, the maximum acceptable size of the binder is 2 inches. Any SOQ that deviates from this format may be rejected without review at the County’s sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Agency’s Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

### 2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### 2.7.2 Agency’s Qualifications (Section A)

Demonstrate that the Agency’s organization has the experience to perform the required services. The following sections must be included:

#### A. Agency’s Organization Questionnaire/Affidavit and CBE Information (Section A.1)

The Agency shall complete, sign and date the Agency’s Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A – Required Forms Exhibit 1. **The person signing the form must be authorized to sign on behalf of the Agency and to bind the Agency in a Master Agreement.**

Upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Agency’s business organization and authority of individuals to sign Agreements.
B. Agency’s Background and Experience (Section A.2)

Provide a summary of relevant background information to demonstrate that the Agency meets the minimum qualifications stated in Paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

The Agency shall complete Agency Qualifications and References – Intensive Case Management Services, as set forth in Appendix A – Required Forms Exhibit 2A and/or Agency Qualifications and References – Property Related Tenant Services, as set forth in Appendix A – Required Forms Exhibit 2B.

The information provided in the forms should demonstrate that the Agency meets the minimum qualifications stated in sub-paragraph 1.4.1 and/or 1.4.2 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

It is the Agency’s sole responsibility to ensure that the reference agency’s contact name, phone number, and E-mail address for each reference is accurate. The same references may be listed on Exhibits 2A and 2B.

The County may disqualify an Agency if:

- references fail to substantiate Agency’s description of the services provided; or
- references fail to support that Agency has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Agency’s responsibility to inform the point of contact of County’s normal working hours of Monday through Friday, 8:00 a.m. – 5:00 p.m.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

Exhibit 3 Certification of No Conflict of Interest
Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification
Exhibit 5 INTENTIONALLY OMITTED
Exhibit 6  Agency’s Equal Employment Opportunity (EEO) Certification

Exhibit 7  Attestation of Willingness to Consider GAIN/GROW Participants

Exhibit 8  County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 9  Certification of Compliance with the County’s Defaulted Property Tax Reduction Program

Exhibit 10  Charitable Contributions Certification

Exhibit 11  Zero Tolerance Human Trafficking Policy Certification

2.7.4  Proof of Insurability (Section C)

The Agency must provide proof of insurability that meets all insurance requirements as set forth in the Appendix H - Master Agreement, Sub-paragraphs 8.28 and 8.29. If an Agency does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Agency be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5  Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 12. If the Agency and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, the Agency shall attach a written explanation to its SOQ in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification Form.

2.8  SOQ Submission

The original SOQ and one (1) numbered copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Agency and bear the words:
“SOQ FOR SUPPORTIVE HOUSING SERVICES”

The SOQ and any related information shall be delivered or mailed to:

Department of Health Services  
Contracts & Grants Division  
313 North Figueroa Street, 6th Floor East  
Los Angeles, CA 90012  
Attn: Antoinette Javier

2.9 Acceptance of Terms and Conditions of Master Agreement

The Agencies understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions as set forth in Appendix H - Master Agreement.
3.0 **SOQ REVIEW/QUALIFICATION/SELECTION PROCESS**

3.1 **Review Process**

SOQs will be subject to a detailed review by qualified County staff. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present. The review process will include the following steps:

### 3.1.1 Adherence to Minimum Qualifications

The County shall review the Agency’s Organization Questionnaire/Affidavit, as set forth in Appendix A – Required Forms Exhibit 1, and determine if the Agency meets the minimum qualifications as outlined in Paragraph 1.4 of this RFSQ.

Failure of the Agency to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

SOQs shall be considered for review at the convenience of the County.

### 3.1.2 Agency’s Qualifications (Section A)

The County’s review shall include the following:

- The Agency's Background and Experience as provided in Section A.2 of the SOQ.

- The Agency's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, and the Contractor Alert Reporting Database (CARD) reflecting past performance history on County contracts.

### 3.1.3 Required Forms (Section B)

All forms listed in Section 2, Sub-paragraph 2.7.3 must be included in Section B of the SOQ.

### 3.1.4 Proof of Insurability (Section C)

Review the proof of insurability provided in Section C of the SOQ.
3.1.5 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

The Agency’s Certification Form in Section D will be reviewed to determine if the appropriate authorized representative of the Agency signed the form. If the Agency submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the SOQ is appropriate under the federal law.

3.1.6 Verification Process

A review will be conducted of the Agency’s business status by checking with all applicable databases. A review may include, but not be limited to, databases available with the California Secretary of State – Business Programs; California State’s Suspended and Ineligible Provider List for Medi-Cal; Federal Debarment List; and the Federal’s System for Award Management (SAM) List. At the County’s request, the Agency must furnish a copy of any applicable licenses/certificates/accreditations.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review process. If DHS determines that an SOQ is disqualified due to non-responsiveness, DHS shall notify the Agency in writing.

Upon receipt of the written determination of non-responsiveness, the Agency may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS’s sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is an Agency;

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

3. The request for a Disqualification Review asserts that DHS’s determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Agency, in writing, prior to the conclusion of the review process.
3.3 Qualification/Selection Process

DHS will generally select Agencies that have experience in providing a broad range of ICMS and/or PRTS. However, in order to insure DHS has a varied pool of qualified Contractors, DHS may offer Master Agreements to Agencies that offer a narrow scope of services in more highly specialized areas.

DHS will execute Board of Supervisors-authorized Master Agreements with each selected Agency. All Agencies will be informed of the final selections.